

**Certificate of Notice Page 1 of 4**  
 United States Bankruptcy Court  
 Eastern District of Pennsylvania

In re:  
 Daniel Marino  
 Debtor

Case No. 12-20492-elf  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: DonnaR  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 1

Date Rcvd: Sep 15, 2016

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 17, 2016.

db +Daniel Marino, 6319 Horrocks Street, Philadelphia, PA 19149-2829

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
 NONE.

TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Sep 17, 2016

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 15, 2016 at the address(es) listed below:

ANN E. SWARTZ on behalf of Creditor Cenlar, FSB ecfmail@mwc-law.com, ecfmail@mwc-law.com  
 ANN E. SWARTZ on behalf of Creditor M&T Bank ecfmail@mwc-law.com, ecfmail@mwc-law.com  
 JOSHUA ISAAC GOLDMAN on behalf of Creditor M&T Bank bkgroup@kmllawgroup.com,  
 bkgroup@kmllawgroup.com  
 KEVIN S. FRANKEL on behalf of Creditor Nationstar Mortgage LLC pa-bk@logs.com  
 KEVIN T MCQUAIL on behalf of Creditor Cenlar, FSB ecfmail@mwc-law.com  
 LEEANE O. HUGGINS on behalf of Creditor Nationstar Mortgage LLC pabk@logs.com  
 MARISA MYERS COHEN on behalf of Creditor Cenlar, FSB mcohen@mwc-law.com  
 MICHAEL A. LATZES on behalf of Debtor Daniel Marino efilings@mlatzes-law.com  
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov  
 WILLIAM C. MILLER on behalf of Trustee WILLIAM C. MILLER ecfemails@ph13trustee.com,  
 philaecf@gmail.com  
 WILLIAM C. MILLER ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 11

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Daniel Marino aka Daniel Joseph Marino, III aka Dan Marino	<u>Debtor</u>	CHAPTER 13
M&T Bank	<u>Movant</u>	NO. 12-20492 ELF
vs.		
Daniel Marino aka Daniel Joseph Marino, III aka Dan Marino	<u>Debtor</u>	11 U.S.C. Section 362
William C. Miller Esq.	<u>Trustee</u>	

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by Movant on Debtor's residence is **\$1,277.48**, which breaks down as follows;

Post-Petition Payments:	May 18, 2016 through August 18, 2016 at \$319.37 each
<b>Total Post-Petition Arrears</b>	<b>\$1,277.48</b>

2. Debtor shall cure said arrearages in the following manner;
  - a). Debtor shall tender **\$600.00** within seven (7) days of this stipulation;
  - b). Beginning September 2016 and continuing through February 2017 , until the arrearages are cured, Debtor shall pay the present regular monthly payment of **\$319.37** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$112.91** towards the arrearages on or before the last day of each month;

**M&T Bank**  
**P.O. Box 1288**  
**Buffalo, NY 14240-1288**

- c). Maintenance of current monthly mortgage payments to Movant thereafter.

cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

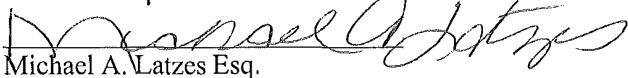
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: August 26, 2016

By: /s/ Joshua I. Goldman, Esquire

Joshua I. Goldman, Esquire  
Thomas Puleo, Esquire  
Attorneys for Movant  
KML Law Group, P.C.  
Main Number: (215) 627-1322

Date: 9-6-16

  
Michael A. Latzes Esq.  
Attorney for Debtor

Date: 9-6-16

  
Daniel Marino aka Daniel Joseph Marino, III  
aka Dan Marino

Approved by the Court this 15th day of September, 2016. However, the court retains discretion regarding entry of any further order.

  
**ERIC L. FRANK**  
**CHIEF U.S. BANKRUPTCY JUDGE**